

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Paul Candy Company, LLC		11/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spangler Candy Company		
Street Address:	400 N Portland St		
City:	Bryan		
State/Country:	OHIO		
Postal Code:	43506		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0201022	BIT-O-HONEY	
Registration Number:	4676184	BIT-O-HONEY	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4193211473		
Email:	mdockins@shumaker.com		
Correspondent Name:	Michael E. Dockins		
Address Line 1:	1000 Jackson St.		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Michael E. Dockins		
SIGNATURE:	/med/		
DATE SIGNED:	02/08/2021		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (this “IP Assignment”), entered into as of November 13, 2020 (the “Effective Date”), is made by St. Paul Candy Company, LLC, a Delaware limited liability company doing business as “Pearson’s Candy Company” (“Assignor”), in favor of Spangler Candy Company, an Ohio corporation (“Assignee”), pursuant to that certain Asset Purchase Agreement dated as of November 13, 2020 by and between Assignee and Assignor (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor shall convey, transfer, and assign to Assignee certain Intellectual Property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest, together with the goodwill of the business connected therewith, in and to the Intellectual Property assets listed on Schedule 1 hereto (the “Intellectual Property Assets”).

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee or its designee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Assignee, or any Assignor or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

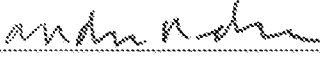
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

St. Paul Candy Company, LLC
(doing business as "Pearson's Candy Company")

By: 
Name: Andrea R. Nelson
Title: Secretary & Treasurer

[Signature Page to Assignment of Intellectual Property Assets]

TRADEMARK
REEL: 007183 FRAME: 0620

Schedule 1
Intellectual Property Assets

Mark	Owner	Serial/Registration No.	Registration Date	Jurisdiction	Status
Bit-O-Honey	St. Paul Candy Company	71210504/0201022	7/14/1925	USA	Active
Bit-O-Honey	St. Paul Candy Company	86027046/4676184	1/20/2015	USA	Active

1. Bill of materials for the Seller's Proprietary Foodstuffs, attendant recipes, and manufacturing procedures, processes, and techniques, including, the "playbook".

[Schedule 1 - Assignment of Intellectual Property Assets]